



Citizens National Bank

Member: Cullen / Frost Bankers. A Family of Texas Banks

RECORDATION NO. 11761 Filed 1425

MAY 5 1980 -9 35 AM

INTERSTATE COMMERCE COMMISSION

Vernon T. Sanford, Jr.
Senior Vice President

April 28, 1980

Ms. Mildred Lee
Office of the Secretary of the
Interstate Commerce Commission
Washington, D.C. 20423

No. 0-126A022

Date MAY 5 1980

Fee \$ 50.00

ICC Washington D. C.

RECEIVED
MAY 5 9 32 AM '80
FEE OPERATION BR.
I.C.C. BR.

Re: Recordation Pursuant to
49 U.S.C.A./20c of
Security Agreement
Relating to Railroad Cars

Dear Ms. Lee:

Pursuant to 49 U.S.C.A./20c, and in accordance with 49 C.F.R., Section 1116, enclosed for recordation are the original and two copies counterparts of the Security Agreement described below. Also enclosed is a check in the amount of \$50.00 in payment of the recordation fee. The original and one copy is to be file-stamped and returned to:

Citizens National Bank of San Antonio
P.O. Box 29009
San Antonio, Texas 78284
Attn: Jerry Sassman

The parties to the Security Agreement are as follows:

Debtor: Blair F. Tomme
J.W. Tomme
4006 Sylvanoaks Dr.
San Antonio, Texas 78229

Secured Party/Lender: Citizens National Bank of San Antonio
P.O. Box 29009
San Antonio, Texas 78284

The Security Agreement relates to one "Open Top Hopper Car", railroad car bearing identification number TRAX number 1108, the rights of the Debtor under the Purchase Order between the Debtor under the Management Agreement between the Debtor and LICO (Lease Investment Corp.) and the rights of the Debtor under any leases of the above described railroad car.



Citizens National Bank

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Office of the Secretary of the Interstate Commerce Commission
Recordation Pursuant to 49 U.S.C.A./20c of Security Agreement

Relating to Railroad Cars
Citizens National Bank and Blair F. Tomme, and J.W. Tomme

April 28, 1980

Should you have any questions or need further information
please contact the undersigned by collect telephone call at
(512) 344-0141, Ext. 249.

Sincerely,

Jerold Sassman
Asst. Vice President

JS/dt
enclosures

Interstate Commerce Commission
Washington, D.C. 20423

5/6/80

OFFICE OF THE SECRETARY

Jerold Bassman
Citizens National Bank of San Antonio
P.O.Box 29009
San Antonio, Texas 78284

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/6/80 at 9:00am , and assigned re-recording number(s). 11701

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SECURITY AGREEMENT — General

RECORDATION 11761 Filed 1425

DATE

April 17, 1980

A. PARTIES

MAY 5 1980-9 35 AM

CITIZENS NATIONAL BANK OF SAN ANTONIO

FREDERICKSBURG ROAD at N.W. LOOP 410

INTERSTATE COMMERCE COMMISSION

(INFORMATION CONCERNING THIS SECURITY INTEREST MAY BE OBTAINED AT THE OFFICE OF THE BANK SHOWN ABOVE)

DEBTOR

Blair F. Tomme and J. W. Tomme

ADDRESS (RESIDENCE - SHOW COUNTY, IF MAILING ADDRESS DIFFERENT, INSERT MAILING ADDRESS AS WELL.)

4006 Sylvanoaks Dr. San Antonio, Texas 78229

B. AGREEMENT

Subject to the applicable terms of this security agreement, debtor grants to bank a security interest in the collateral to secure the payment of the obligation.

C. OBLIGATION

1. The following is the obligation secured by this agreement:

- All indebtedness, obligations, and liabilities of any kind of debtor to bank, now or hereafter existing, arising directly between debtor and bank or acquired outright, conditionally, or as collateral security from another by the bank, absolute or contingent, joint or several, secured or unsecured, due or not due, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, direct or indirect, and including, but not as a limitation upon any of the foregoing, any indebtedness, obligation, or liability to bank by debtor as a member of any partnership, syndicate, association or other group, whether incurred by the debtor as principal, surety, indorser, accommodation party or otherwise.
- All indebtedness, obligations, and liabilities of debtor to any person to the extent of any participation or interest therein created or acquired for such person, or granted to such person, by bank.
- All costs incurred by bank to obtain, preserve, and enforce this security interest, collect the obligation, and maintain and preserve the collateral, and including (but not limited to) taxes, assessments, insurance premiums, repairs, reasonable attorney's fees and legal expenses, feed, rent, storage costs, and expenses of sale.
- Interest on the above amounts, as agreed between bank and debtor, [or if no such agreement, at the maximum rate permitted by law.]
- All indebtedness, obligations, and liabilities of _____ to bank of the kinds described in this Item C, now existing or hereafter arising.

D. COLLATERAL

1. The security interest is granted in the following collateral:

a. Describe collateral. Include the following information:

- For oil, gas or other minerals to be extracted, timber to be cut, and fixtures (goods to be affixed to real estate), describe real estate concerned and record owner of the land.
- If debtor's residence is outside the state: give location of consumer goods.

Equipment, consisting of one(1) open top Hopper Car, rapid discharge, 100 Ton capacity
2300 cubic feet capacity, Mfg. By Oretner Freight Car, Co. Invoice # 2-237,
Trax # 1108.

- All proceeds of, substitutes and replacements for, accessions, attachments, and other additions to, and tools, parts, and equipment used in connection with, the above property. However, such shall not be construed to mean that bank consents to any sale of such collateral.
- All property similar to the above hereafter acquired by debtor.
- The balance of every deposit account of debtor with bank and any other claim of the debtor against bank, now or hereafter existing and all money, instruments, securities, documents, chattel paper, credits, claims, demands and any other property, rights and interests of debtor which at any time shall come into the possession or custody or under the control of the bank or any of its agents, associates or correspondents, for any purpose, and shall include the proceeds of any thereof. The bank shall be deemed to have possession of any of the collateral in transit to or set apart for it or any of its agents, associates or correspondents.

2. Classify goods under one or more of the following Uniform Commercial Code categories:

- ☐ Consumer goods ☐ Farming
☒ Equipment for business use
☐ Inventory

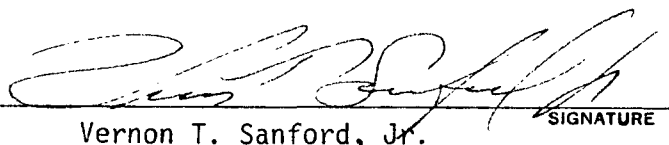
- ☐ If this block is checked, this is a purchase money security interest, and debtor will use funds advanced to purchase the collateral, or bank may disburse funds direct to the seller of the collateral, and to purchase insurance on the collateral.
- If any of the collateral is accounts, give the location of the office where the records concerning them are kept, if other than debtor's address in Item A: _____

E. ADDITIONAL TERMS ON BANK

CITIZENS NATIONAL BANK OF SAN ANTONIO

DEBTOR

BY


Vernon T. Sanford, Jr.
Senior Vice President

SIGNATURE

By: Blair F. Tomme Blair F. Tomme

BY

J. W. Tomme J. W. Tomme
SIGNATURE

TYPED NAME AND TITLE

TYPED NAME AND TITLE

THE STATE OF TEXAS
COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared Blair F. Tomme and J. W. Tomme known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he and she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 28th day of April, 1980



Notary Public in and for Bexar County, Texas

DOROTHY TERRELL
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES 3-28-84